

ANALYSIS

This ordinance extends Interim Ordinance No. 2018-0045 ("Interim Ordinance") up to and including December 31, 2019, and makes other changes, including extending its regulation of evictions to all residential rental properties in the unincorporated areas. This is the first extension of the Interim Ordinance, which was originally adopted on November 20, 2018. The Interim Ordinance currently expires on June 18, 2019.

The Interim Ordinance temporarily prohibits rent increases in excess of three percent (3%) above the monthly rent in effect on September 11, 2018, prohibits more than one rent increase in any 12-month period, and regulates the reasons for which a landlord may terminate a tenancy for residential rental properties located in the unincorporated areas of the County of Los Angeles while the Board of Supervisors considers a permanent Rent Stabilization Ordinance.

This ordinance will extend the Interim Ordinance through December 31, 2019, unless further extended or replaced by the Board of Supervisors with a permanent Rent Stabilization Ordinance.

MARY C. WICKHAM
County Counsel

By



BEHNAZ TASHAKORIAN
Principal Deputy County Counsel
Contracts Division

Requested: 3/18/19
Revised: 4/4/19

ORDINANCE NO. 2019-0018

An ordinance amending Ordinance No. 2018-0045, temporarily prohibiting rent increases in excess of three percent (3%) above the monthly rent in effect on September 11, 2018, prohibiting more than one rent increase in any 12-month period, and regulating the reasons for which a landlord may terminate a tenancy for residential rental properties, up to and including December 31, 2019, located in the unincorporated area of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 1 of Ordinance No. 2018-0045 is hereby amended to read as follows:

SECTION 1. Interim Prohibition

...

B. Exemptions. This interim prohibition shall not apply to any dwelling units expressly exempt pursuant to any provision of State or federal law, and such units shall be exempt from the provisions of this interim ordinance. The following dwelling units are also exempt from ~~the provisions~~ Section 1 (Interim Prohibition), Section 3 (Rent Increases), and Section 5 (Petitions) of this interim ordinance, regardless of any State or federal exemptions that otherwise apply:

...

SECTION 2. Section 2 of Ordinance No. 2018-0045 are hereby amended to read as follows:

SECTION 2. Definitions.

. . .

C. "Covered Rental Unit(s)" means any dwelling unit as defined in California Civil Code section 1940, subsection (c), including joint living and work quarters, located in unincorporated areas of the County and used or occupied in consideration of payment of Rent with the exception of those units designated in Section 1 of this interim ordinance as exempt. This definition applies to any dwelling space that is actually used for residential purposes, whether or not the residential use is legally permitted (including live-work spaces, ~~and mobilehomes~~ rented by the owner of a mobilehome to a Tenant, ~~whether or not the residential use is legally permitted~~ and each accessory dwelling unit first occupied for residential purposes prior to February 1, 1995).

. . .

I. "Landlord" means an owner, lessor, or sublessor who receives or is entitled to receive Rent for the use and occupancy of any Covered Rental Unit or Rental Unit or portion thereof, and the representative, agent, or successor of such owner, lessor, or sublessor. For purposes of this interim ordinance, a Landlord does not include an individual whose primary residence is the same Covered Rental Unit or Rental Unit as the Tenant.

. . .

Q. "Tenant" means a person entitled, by written or oral agreement, or by sufferance, to the use or occupancy of any Covered Rental Unit or Rental Unit.

R. "Rental Unit(s)" means any dwelling unit as defined in California Civil Code section 1940, subsection (c), including joint living and work quarters, located in unincorporated areas of the County and used or occupied in consideration of payment of Rent. This definition applies to any dwelling space that is actually used for residential purposes, whether or not the residential use is legally permitted, including live-work spaces, mobilehomes rented by the owner of a mobilehome to a Tenant, and accessory dwelling units. For purposes of compliance with this interim ordinance, Rental Unit does not mean any dwelling unit in which the Landlord or any member of his/her immediate family occupies one of the dwelling units on the property containing the Rental Unit and it is necessary for the Landlord or any member of his/her immediate family to use either a bathroom or kitchen facility common with the Tenant.

...

SECTION 3. Section 3 of Ordinance No. 2018-0045 is hereby amended to read as follows:

SECTION 3. Rent Increases.

...

A. Rent Increases Generally.

While this interim ordinance is in effect, the monthly Rent charged for a Covered Rental Unit that is continuously occupied by the same Tenant may be increased no more than three percent (3%) ~~above either the monthly Rent charged on September 11,~~

~~2018, or the initial monthly Rent charged for tenancies that began after September 11, 2018 in any 12-month period.~~

B. Rent Increases following Vacancies.

Notwithstanding anything else in this interim ordinance to the contrary, a Landlord may set an initial Rent for a Covered Rental Units without restriction at the commencement of a tenancy where no Tenant is an occupant of the Covered Rental Unit in question. After the Landlord sets the initial Rent for such Covered Rental Units, the Landlord may only increase ~~a Tenant's~~ the Rent for the Covered Rental Unit as provided by this interim ordinance.

...

SECTION 4. Section 4 of Ordinance No. 2018-0045 is hereby amended to read as follows:

SECTION 4. Evictions.

A. Cause Required to Terminate Tenancy.

No Landlord may terminate a residential tenancy of a Tenant occupying a ~~Covered~~ Rental Unit unless the Landlord can demonstrate:

1. The Landlord served a Notice of Termination on the Tenant, ~~via certified mail, return receipt requested~~ in accordance with California Code of Civil Procedure section 1162; and
2. The Landlord has not accepted and will not accept Rent or any other consideration in return for the continued use of the ~~Covered~~ Rental Unit beyond

the term of the terminated tenancy in compliance with California Civil Code sections 1945, 1946, and 1946.1; and

3. The termination qualifies as a For Cause or No Fault termination; and

4. The Landlord has submitted to the DCBA, 500 W. Temple Street, Room B-96, Los Angeles, CA 90012 via certified mail, return receipt requested within five (5) calendar days after service on the Tenant, a true and accurate copy of the Notice of Termination, with proof of such service on the tenant(s) attached. Evidence of proof of service may include receipt of delivery of the notice by the Tenant or a sworn statement by the Landlord executed under penalty of perjury under the laws of the State of California that confirms service of the Notice of Termination to the Tenant. Landlord shall maintain proof of service to the County as evidence that Landlord has complied with this subsection A.4 of Section 4.

A Tenant may challenge the validity of a Landlord's legal action to terminate a tenancy, including a suit for unlawful detainer, based on a Landlord's failure to comply with any or all of the requirements included in subsections A.1 through A.4 of this Section 4, including the Landlord's failure to provide the DCBA with a true and accurate copy of the Notice of Termination with proof of service. The DCBA will accept copies of all Notices of Termination received in accordance with this Section 4 and, upon written request of a Tenant who verifies residency in the ~~Covered~~ Rental Unit that is the subject of the Notice of Termination, and/or upon the written request of the Landlord who submitted the Notice of Termination, will endeavor to provide confirmation to the

requesting party that such Notice of Termination was received; however, the County assumes no responsibility for errors or omissions in its response, and the County's response or lack thereof shall in no way create a County duty, impose an obligation on the County with respect to the requirements of this Section 4, or otherwise lead to legal or equitable liability on behalf of the County.

B. For Cause Termination.

If a Landlord can show any of the following circumstances with respect to a termination of tenancy in a Rental Unit, the termination will qualify as a For Cause termination:

1. Tenant failed to pay Rent within three (3) days of receiving written notice from the Landlord demanding payment as provided in subsection 2 of California Code of Civil Procedure section 1161; or

2. Tenant violated a Material Rental Agreement Term as provided in subsection 3 of California Code of Civil Procedure section 1161 and did not cure such violation within ten (10) days after receiving written notice from the Landlord of such violation.

3. Tenant has continued to refuse, after Landlord has provided a written request, reasonable access to the ~~Covered~~ Rental Unit by the Landlord in accordance with California Civil Code section 1954.

4. Tenant has used the ~~Covered~~ Rental Unit to create a nuisance or for an illegal purpose as provided in subsection 4 of California Code of Civil Procedure section 1161, including:

a. any crime committed by a Tenant of a ~~Covered~~ Rental Unit which involves use of a gun, a deadly weapon or serious bodily injury and for which a police report has been filed, but not a crime that is committed against a person residing in the same ~~Covered~~ Rental Unit as the person committing the crime; or

b. any threat of violent crime, which includes any statement made by a Tenant, or at his or her request, by his or her agent to any person who is on the premises that includes the ~~Covered~~ Rental Unit or to the Landlord, or his or her agent, threatening the commission of a crime which will result in death or great bodily injury to another person, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, when on its face and under the circumstances in which it is made, it is so unequivocal, immediate and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, but not including a threat that is committed against a person who is residing in the same ~~Covered~~ Rental Unit as the person making the threat; or

c. Tenant has created or is maintaining a dangerous and unsanitary condition and that condition has not been promptly abated or repaired after written notice to the Tenant from the Landlord and the passage of a reasonable cure period.

The act or acts constituting domestic violence or sexual assault or stalking against the Tenant or a member of Tenant's household cannot form the substantial

basis of a For Cause reason to terminate the tenancy of the victim of such acts. A member of a Tenant household may raise such facts as an affirmative defense to an action terminating the tenancy.

C. No Fault Termination.

If a Landlord can show any of the following circumstances with respect to a termination of tenancy, the termination will qualify as a No Fault termination:

1. Landlord will imminently demolish the ~~Covered~~ Rental Unit or otherwise permanently remove the property containing the ~~Covered~~ Rental Unit from any residential rental use or purpose, in accordance with California Government Code sections 7060 through 7060.7.

2. Landlord seeks in good faith to recover possession of the ~~Covered~~ Rental Unit for use and occupancy as a primary place of residence by the Landlord or the Landlord's spouse, registered domestic partner, children, grandchildren, parents, or grandparents. The ~~Covered Dwelling~~Rental Unit must be occupied as the primary residence within three (3) months of the Tenant household vacating the ~~Covered Dwelling~~Rental Unit, and the ~~Covered Dwelling~~Rental Unit must continue to be occupied as the primary residence for at least one year.

SECTION 5. Section 12 of Ordinance No. 2018-0045 is hereby amended to read as follows:

SECTION 12. Sunset Date.

This interim ordinance shall take effect 30 days from its adoption, and it shall be of no further force and effect ~~on the expiration of the one hundred eightieth (180th) day~~

~~following its effective date~~after December 31, 2019, unless extended or replaced by an affirmative vote of the Board of Supervisors.

[INTRIMRENTBTCC]

SECTION 6 This ordinance shall be published in The Daily Commerce a newspaper printed and published in the County of Los Angeles.



Janice Hahn
Chair

ATTEST:

Celia Zavala
Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles

I hereby certify that at its meeting of April 16, 2019 the foregoing ordinance was adopted by the Board of Supervisors of said County of Los Angeles by the following vote, to wit:

Ayes
Supervisors Hilda Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn

Noes
Supervisor Kathryn Barger

Effective Date: May 16, 2019

Operative Date: _____

Celia Zavala
Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By Deputy



APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By Lester J. Tolnai
Lester J. Tolnai
Chief Deputy County Counsel